

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION**

**OF**

**SCHOOL DISTRICT NO. 39 (VANCOUVER)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 407**

**2022 JULY 01 TO 2025 JUNE 30**

**AGREEMENT WITH CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL  
407**

**(OUTSIDE WORKERS)**

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**THIS AGREEMENT**

**BETWEEN:** The Board of Education of School District No. 39 (Vancouver)  
in the Province of British Columbia, hereinafter called "The Board"

**OF THE FIRST PART**

**AND:** The Canadian Union of Public Employees, Local 407 (Vancouver Civic Employees), of the City of Vancouver in the Province of British Columbia hereinafter called "The Union"

**OF THE SECOND PART**

WHEREAS the Board is an employer within the meaning of the Labour Relations Code of British Columbia,

AND WHEREAS the Union is a labour organization within the meaning of the said Code and is the bargaining authority for that group of the Vancouver School Board employees generally known as "Outside Workers" being all employees in the following categories:

Assistant Foreperson – Fleet & Equipment Maintenance	Foreperson – Fleet & Equipment Maintenance
Backhoe Operator	Helper
Blind and Drapery Repairperson	Journeyman Mechanic
Charge Hand 1	Floor Layer
Charge Hand 2	Pesticide Control Operator (Structural)
Compressor & Drill Operator	Pressure Washer Operator
Desk Repairperson	Power Equipment Operator 1 & 2
Drainshelper	Sweeper Operator
Drainsperson	Tar and Gravel Roofer's Assistant
Fence and Sports Equipment Repairperson/Playground Technician	Tractor Operator
Fencehelper	Truck Driver 1
Gardener	Truck Driver 2
Glazier	Truck Driver 2A
Nurseryperson	Truck Driver 3
Greenskeeper	Trainer/Operator
Foreperson	

AND WHEREAS the parties hereto have carried on collective bargaining under the terms of the said Code and have reached an agreement as hereinafter expressed,

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

## **1. TERM OF AGREEMENT**

### **1.01 Duration**

This Agreement shall be for a three (3) year period from and including **2022** July 01 to and including **2025** June 30 and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of expiry (**2025** June 30) of this Agreement, by written notice, to require the other party to the Agreement to commence collective bargaining. The operation of subsection (2) of Section 50 of the Labour Relations Code of British Columbia shall be specifically excluded from and shall not be applicable to this Agreement.

### **1.02 Notice of Changes**

Should either party give written notice as aforesaid, all terms and conditions of this Agreement shall remain in full force and effect during bargaining for a renewal Agreement. During any period of strike or lockout, the terms and conditions of this Agreement shall be suspended. If a strike or lockout is terminated before a renewal Agreement becomes effective, the terms and conditions of this Agreement shall be in full force and effect until a renewal Agreement becomes effective.

## **2. DEFINITIONS**

### **2.01 Permanent Employee**

The parties agree that the number of permanent staff within the Union shall be a minimum of one hundred and one (101).

### **2.02 Accumulation of Seniority - Permanent Employee**

Overall seniority of an employee shall be based on total time worked since appointment to the permanent staff including time while in receipt of Workers' Compensation and time absent due to non-occupational accident or illness (irrespective of whether the employee is in receipt of benefits or otherwise). However, no employee shall accumulate seniority under these conditions if they would have been laid off under normal operations. When this exception is applied, both the Union and the employee shall be notified.

Seniority in a category shall include all time worked in this category, with the same



provisions as in overall seniority. Seniority in a junior category shall include all time worked in a senior category and include the same provisions as overall seniority.

Where employees have equal seniority under the above rules, the employee with most time worked prior to appointment to the permanent staff shall be considered the most senior.

### 2.03 Secondary Seniority

The implementation date for secondary seniority shall be October 1, 2000. For the purpose of implementing the article, the number of hours worked by temporary staff will be credited retroactive to May 1, 1996.

### 2.04 Casual Employee

A Casual Employee is defined as an employee who is hired for on-call assignments on a day-to-day basis or for temporary assignments greater than two (2) weeks in duration, but not expected to exceed ten (10) months.

All such employees shall be paid at the negotiated rate for a period not to exceed ten (10) months and shall be entitled to benefits of vacation pay and statutory holiday pay only. Casual employees shall be given the option of participating in the District's Extended Health Benefits Plan at full cost to the employee.

If a casual employee is employed for more than ten (10) continuous months, the Board will post the position as a permanent position in accordance with Article 5.02. The successful applicant shall become a Permanent Employee entitled to the terms of all benefits and shall be paid at the base rates for the appropriate category to which the employee is assigned. During the probationary period, however, said employee may apply for any posted position or may be assigned to work at a higher level position on a temporary basis and be paid the appropriate rate.

Casual employees may be assigned to work any day of the week, but for not more than five (5) consecutive days.

For the purpose of filling temporary or regular positions, an employee who has secondary seniority and who applies for such a position shall be considered for a temporary or a regular position after employees with regular seniority and prior to 407 members without seniority.

Once a casual employee has attained a permanent position and successfully completed the probationary period, the employee's name will be added to the seniority list for permanent employees. The overall seniority credited will be total accumulated secondary seniority including hours in a probationary position, and

the seniority date will be adjusted accordingly.

Casual employees will be given notice of at least five (5) working days before the end of a temporary assignment. Once a temporary assignment has ended, the employee will revert to casual employee status and be available for on-call assignments.

#### 2.05 Secondary Seniority (Casual Employees)

For the purpose of assigning temporary or casual work, all casual employees will be placed on a secondary seniority list.

Casual work will be assigned to the senior available employee who possesses the required qualification, skill, and knowledge. If there is no response to a call for work, the next most senior qualified casual employee will be called for the assignment.

Casual employees shall be credited with one hour of secondary seniority for each hour worked.

Secondary seniority shall be recognized once an employee has worked two hundred and twenty-five (225) hours within any six (6) month period.

Secondary seniority will be lost if:

- (a) An employee fails to respond or refuses five (5) consecutive calls
- (b) An employee is dismissed for just cause,
- (c) An employee resigns.

An employee may declare themselves unavailable for up to two (2) weeks per calendar year (or longer period with approval in advance) for the purposes of a vacation by contacting the employer (Human Resources Division) and providing at least one (1) week advance notice. The notice should be in writing and specify the dates when the employee is not available.

#### 2.06 Charge Hand

Tradespeople (gardeners, drainspersons, fencepersons, etc.) would be expected to supervise up to two (2) labourers without application of any premiums.

Example: A drainsperson designated in charge of a crew with two (2) labourers

and (1) one other drainsperson, or a crew with more than two (2) labourers, would receive the Charge Hand 1 rate.

It is understood posted Truck Drivers may not be assigned Charge Hand duties unless determined by the supervisor to be operationally feasible and fits the criteria in Article 2.07 and 2.08.

#### 2.07 Charge Hand 1

A Charge Hand 1 is an employee appointed by the Board to supervise a group of other employees while carrying out their regular duties in all or in part.

The Charge Hand 1 rate of pay shall not apply where an employee supervises the work of Helpers in their category.

To be applied where:

- (a) two (2) or more employees paid in the same category work together, and
- (b) a crew\* of labourers is involved, OR
- (c) heavy equipment is used on the worksite.

\* A crew of labourers is defined as two (2) or more.

#### 2.08 Charge Hand 2

A Charge Hand 2 is an employee appointed by the Board to supervise a group of projects or a large single project.

It shall be considered a part of the duty of such Charge Hand to provide information verbally when requested, on the suitability and efficiency of the staff working under their direction.

To be applied where:

- (a) a large crew including other skill positions and equipment is involved.
- (b) a number of smaller projects or work sites are involved and must be coordinated.
- (c) capital works or similar large project is involved.

Duties would include directing the work of a large crew, coordinating the use of

equipment. A charge hand shall have the responsibility to assess the abilities of casual and newly hired probationary employees and to provide a verbal assessment to the employer. The decision regarding continued employment of such casual or newly hired staff shall be made by the employer.

A Charge Hand 2 shall not be required to participate at job interviews or in the selection process for promotion.

When a member of this Union is appointed to the position of Foreperson, Supervisor, or Assistant Supervisor, on a temporary basis, and is subsequently reverted to their former position, the employee shall suffer no loss of seniority. A temporary basis shall mean a period of not more than one (1) year and extension beyond this period shall be by mutual agreement only. (The positions of Supervisor and Assistant Supervisor do not come within the jurisdiction of this Agreement.)

A Charge Hand who is absent from duty for any reason shall be replaced, wherever possible, by the senior employee who has the necessary ability, as the temporary replacement. In cases of emergency or for periods of absence by the Charge Hand for less than one (1) shift, the senior person on the crew may be temporarily promoted.

### **3. UNION SECURITY**

#### **3.01 All Employees to be Members**

All employees of the Board shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

#### **3.02 Loss of Membership**

No employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

#### **3.03 Check-Off Payments**

The Board shall deduct from every employee any dues, initiation fees, assessment or assessments levied by the Union on its members.

### 3.04 Deductions

Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union bi-weekly. The cheque shall be accompanied by a list of the names, addresses, VSB email addresses, and classifications or posted positions of employees from whose wages the deductions have been made.

### 3.05 Payment on Overdue Amounts

The Board and the Union shall pay interest at the rate of two per cent (2%) per month, or fraction of a month, for any delay, beyond one (1) full calendar month, in remitting outstanding sums listed in this or other articles of this Agreement.

### 3.06 Picket Lines

An employee shall not be required to cross a legal picket line. An employee who decides not to cross a legal picket line shall not be disciplined by the Board other than the loss of pay for the day(s) or portion of day(s) absent due to the decision not to cross said picket line.

### 3.07 Union Orientation

During the training and/or orientation of new employees, one Union Executive shall be given fifteen (15) minutes of paid time to provide an introduction to the Union and the Collective Agreement.

## 4. WORKING CONDITIONS

### 4.01 Work Week

It is agreed that, subject to the exceptions herein referred to, the normal work week for all persons covered by this Agreement shall consist of five (5) seven and one-half (7 1/2) hour days commencing on Monday and ending on Friday. The normal working hours are between the hours of 6:30am and 3:30pm. Employees will be notified no less than twenty (20) days before any shift change. Twenty (20) days' notice may be waived in emergent situations. No seven and one-half (7 1/2) hour shifts shall be spread over a period longer than eight (8) hours with one-half (1/2) hour off for lunch.

Each employee shall have two (2) rest periods each day of ten (10) minutes to be

taken at a suitable place on a School Board site.

Exceptions to the normal work day or week, other than for emergencies, shall not be implemented until after the Union has been notified in writing.

It is agreed that certain essential duties in emergencies are necessarily performed on Saturday and Sunday, and that exceptions to the normal work week may be made verbally but shall be confirmed in writing, the next working day, by the Board, with the concurrence of the Union.

Any employee who is required to work a shift on the calendar day immediately preceding Christmas Day shall terminate that shift **two (2) hours prior to the end of their shift** without a lunch break and be paid a full shift.

#### 4.02 Right to Refuse

An employee has the right to refuse work or to continue to work in a situation deemed by the employee to be unsafe, after consultation with the supervisor and agreement of the union shop steward.

### 5. POST & FILL

#### 5.01 Promotions, Transfers and Demotions

In making promotions, transfers and demotions the skill, knowledge and work record of the employee shall be the primary consideration. Where two (2) or more applicants are capable of fulfilling the duties of the position, seniority with the Board shall be the determining factor.

#### 5.02 Notification of Vacancies

Job postings shall be of ten (10) working days duration. If a posting is not filled on the first posting, it will be posted for a further ten (10) days. Vacancies will be filled within twenty (20) working days of the closing of a posting, unless unusual circumstances prevail. Upon request, the Union shall be informed in writing of the reason(s) for such delays.

The Board agrees that, where a grievance has been lodged, no permanent transfer will be made until the second stage of the grievance procedure is complete.

All vacancies will be posted on the **Online Application Management (OAM)**

**system** as well as provided in hard copy at Grounds Maintenance and the Maintenance Workshop.

**All applications shall be made through the OAM system.**

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

The Board agrees that while a position may be advertised externally, internal applicants shall have first opportunity to apply and all such applications shall be considered prior to those received from external applicants.

Helper positions to work with skilled and semiskilled personnel and will be posted permanent positions.

5.03 **Suitability**

A Probationary Employee's suitability for regular employment will be decided on the basis of factors such as:

- (a) the quality of their work
- (b) their conduct
- (c) their capacity to work harmoniously with others
- (d) their ability to meet acceptable production standards
- (e) a suitable vacancy being available.

5.04 **Probation**

All new permanent employees will have Performance Evaluations at mid-probation, five (5) months, and at end-probation, ten (10) months.

On permanent appointment after completion of the probationary period the name of the employee shall be placed on the seniority list. Seniority credited shall be the total accumulated secondary seniority including the probationary period which the employee served. The appointment to permanent status as provided in Article 2.01 shall depend on the employee having completed all of the constitutional requirements of full membership in the Union.

Probationary employees will participate in the Extended Health Benefits Plan during the probationary period at a cost share. The Board shall contribute eighty

per cent (80%) of the premium and the employee shall contribute twenty per cent (20%) of the premium.

#### 5.05 Trial Period on Transfer or Promotion

When an employee is transferred or promoted, the employee will serve a sixty-six (66) working day trial period (sixty-six (66) actual days of work, or ten (10) calendar months, whichever comes first) in the new capacity to determine competence. Employees will have Performance Evaluations at mid-trial, thirty-three (33) working days (thirty-three (33) actual days of work) and at end-trial, sixty-six (66) working days (sixty-six (66) actual days of work, or ten (10) calendar months, whichever comes first).

#### 5.06 Spare/Assistant Appointment to Permanent Position

It is has been and will continue to be the practice of the Board to appoint the most senior permanent employee in a spare or assistant position in a category listing to any vacated permanent position in that category, that would otherwise have been posted. In turn, the vacated spare or assistant position created by the appointment of the most senior permanent employee in a spare or assistant position will then be posted in accordance with Article 5.02 of the collective agreement.

### 6. SALARY, PREMIUMS & ALLOWANCES

#### 6.01 Acting Pay

When an employee is required to perform work of a higher classification during the first four (4) hours or during the last three and one half (3 1/2) hours such employee shall be paid the higher rate of pay for a period of four (4) hours or three and one half (3 1/2) hours respectively, or shall be paid a full shift at the higher rate of pay if the work extends from the first four (4) hours into the second half of the day.

#### 6.02 Overtime

Every person who is required to work in excess of their normal hours of work of seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week, shall be paid at double the normal hourly rate of pay for all such hours worked.

Wherever possible the senior person on the crew shall have the first option to any overtime.



### **6.03 Banked Overtime**

An employee may **elect to** bank overtime to be taken as time off in lieu of overtime pay. An employee must request at the time overtime is earned, that the overtime is to be banked for this purpose.

Banked overtime may be taken in the calendar year it was earned. At the end of the calendar year, the employee will be given the option to take payment in cash or bank. Payment in cash shall be made no later than the first payday in **January**. Such deferred overtime shall be paid out at the rate earned.

Banked overtime may be used as time off in single days, or at the time of retirement.

Banked overtime taken as time off in lieu may be taken at any time mutually agreed between the employee and their supervisor and scheduling of such time off is subject only to the operational requirements of the school district.

An employee can bank overtime up to and no greater than one hundred and fifty (150) hours or twenty (20) days at any given time.

### **6.04 Payment for Work Done on Statutory Holidays**

An employee who is authorized to work on a statutory holiday, shall be paid double their regular rate for each hour worked in addition to any pay to which the employee is entitled under the contract. However, if a statutory holiday falls on a Saturday or Sunday (when Monday is not declared a holiday) the employee shall be paid in accordance with the overtime provisions in the contract.

### **6.05 Payment for Call Outs**

Every person covered by this Agreement who is called out and required to work outside the regular working hours shall be paid at overtime rates, with a minimum of two (2) hours, and shall be paid from the time the employee leaves their home to report for duty until the time the employee arrives back upon proceeding directly from work.

Note: This does not apply to "shift work."

### **6.06 Hourly Guarantee**

In the event that an employee reports for work on any day and is unable to begin work, for reasons other than the employee's own, then that employee shall be sent home and paid for two (2) hours. In the event that the employee starts work on any

day, and for reasons other than the employee's own, is unable to continue, the employee shall be paid four (4) hours or the time worked, whichever is greater.

#### **6.07 Payment for Snow Clearing**

When a snow storm occurs in which some or all construction work is shut down, it may be desirable to use persons thus released to augment the Board's normal maintenance organization. Such persons shall be entitled to their normal rate of pay.

#### **6.08 Retroactive Pay**

Retroactive pay, when included into a Memorandum of Agreement, shall be paid on the second (2nd) pay day following confirmation in writing, that the Union ratified the Memorandum of Agreement unless otherwise agreed in writing between the parties. The new rates set out in said Memorandum of Agreement shall be paid on the second (2nd) pay day following confirmation, in writing, that the Board and the Union ratified the Memorandum of Agreement.

#### **6.09 First Aid Premium**

The Employer shall offer OFA Level 1 training at three (3)-year intervals to all permanent employees who express interest.

A first aid premium shall be paid to not more than two (2) persons, as assigned by the Employer, so that such persons shall be available for assignment when crews for construction or maintenance projects are of a size that Worker's Compensation Board Regulations require a first aid attendant on the site.

The premium while acting on the site shall be fifty cents (\$0.50) per hour for a OFA1 certificate, sixty cents (\$0.60) per hour for a OFA2 certificate and seventy cents (\$0.70) per hour for OFA3 certificate. The cost of the course shall be refunded to any Permanent Employee who is authorized to take the course by the Board and such employee may receive one (1) day with pay to sit for the examination. The cost of the course shall be refunded on evidence of successful completion of the course.

An employee designated as a certificated first aid person acceptable under this provision shall receive in addition to their regular rate of pay fifteen cents (\$0.15) per hour throughout the year for having a OFA1 certificate, twenty cents (\$0.20) per hour throughout the year for having a OFA2 certificate and twenty-five cents (\$0.25) per hour throughout the year for having a OFA3 certificate. "Certificate," means a valid current Industrial First Aid certificate acceptable to the Workers' Compensation Board.

#### 6.10 Footwear Allowance

**Effective July 01, 2022, the Board shall reimburse each permanent employee and apprentice two hundred fifty dollars (\$250) per year, payable with the first pay date in September, for clothing and footwear. Effective July 01, 2024, the Board shall reimburse each permanent employee and apprentice two hundred and eighty dollars (\$280) per year, payable with the first pay date in September, for clothing and footwear.** No receipts shall be required.

#### 6.11 Tool Allowance

The Board will pay a tool allowance to employees in the Journeyman Mechanic, Apprentice, and Assistant Foreman Fleet and Equipment Maintenance classifications. The tool allowance will be **sixty** cents (\$0.**60**) for each hour of work, excluding overtime and other premium time. Employees receiving the allowance shall provide their own hand tools. The Vancouver School Board will maintain replacement insurance against loss of tools due to fire or theft, will provide special tools, and may inspect tool kits periodically. The Board will repair or replace broken hand tools not covered by manufacturer's warrantee. Employees will provide inventory records for tools as may be required for insurance purposes.

The Board will replace broken hand tools for other employees paid at the semi-skilled rate or higher who may be required to provide their own hand tools.

#### 6.12 Hazard/Dirty Work

An employee when put on to hazardous work to be paid 1.5% per hour above their regular rate upon certification of the appropriate department head that such work comes within the definition of hazardous. Hazardous work may be performed either above or below ground level.

1.5% per hour to be paid to any employee when engaged in work certified by the appropriate department head as "dirty work".

2.25% per hour to be paid to an employee when engaged in work certified by the appropriate department head as "hazard/dirty work".

Overtime on hazard, dirty, or hazard/dirty work is computed by multiplying the basic rate by double time and adding 1.5% or 2.25% of the hourly rate for each hour worked.

The Board will pay a premium of twenty-five cents (\$0.25) for each hour of work,

excluding overtime and other premium time, to all employees including truck drivers involved with the installation or removal and transportation of asbestos material.

Asbestos shall be considered hazardous and all employees who are directed to wear personal protective equipment while handling asbestos contaminated material shall be entitled to the premium for hazard work.

Effective July 01, 2020:

An employee when put on to hazardous work to be paid 1.5% per hour above their regular rate upon certification of the appropriate department head that such work comes within the definition of hazardous. Hazardous work may be performed either above or below ground level.

3% per hour to be paid to an employee when engaged in work certified by the appropriate department head as "hazard/dirty work".

Overtime on hazard, dirty, or hazard/dirty work is computed by multiplying the basic rate by double time and adding 1.5% or 3% of the hourly rate for each hour worked.

All employees including truck drivers involved with the installation or removal and transportation of asbestos material shall be entitled to the premium of hazard/dirty work.

Asbestos shall be considered hazardous and all employees who are directed to wear personal protective equipment while handling asbestos contaminated material shall be entitled to the premium for hazard/dirty work.

**6.13 Back-up Pesticide Control Operator (Structural)**

Back-up Pesticide Control Operator (Structural) shall receive five per cent (5%) above their regular rate of pay while so qualified but shall receive the Pesticide Control Operator rate while acting.

**6.14 Shift Worker**

Shift Worker - Any employee covered by this Agreement who is required to work the evening or midnight shift shall be paid twelve and one-half per cent (12 1/2%) above their regular rate upon approval of shift work by the appropriate department head.

## 7. APPLICATION OF SCHEDULE

The appropriate department head is authorized by the Board to transfer employees in all categories which are paid the same rate of wages, from one category to another in the group, as the work requires; it being understood that the employees involved must be qualified for such transfer.

Any person covered by this Agreement, who is temporarily required to accept the responsibilities and carry out the duties incident to a position senior to that which the employee normally holds, shall be paid for the period in which the employee carried out the duties of the senior position at the rate of such senior position, except where the wage received in the employee's own position exceeds the rate for the position in which the employee is substituting, in which case the rate of pay shall remain unchanged.

An employee's regular rate of pay shall not be reduced when temporarily assigned to perform the duties of a lesser paid classification.

In the event of unexpected absences from the job due to sickness/injury, or WCB accident/illness it shall be permissible to waive the seniority provision in order to prevent inordinate inefficiencies on short-term work assignment changes. The waiver time shall not exceed three (3) days.

In the event of a project/job of less than two (2) weeks, employees assigned to such project/job, shall complete the project/job subject to the following:

- (a) The employer will notify the Union in advance of the project/job of the duration of the project/job and the temporary acting assignments required.
- (b) If a more senior employee returns to work from an absence (sick leave, WCB, vacation etc.) and would normally be entitled to bump an employee on that project/job to attain a temporary acting assignment the employer will assign that employee to an equal or better acting position than the project/job position would pay or the employer if unable to make such an assignment shall pay to the senior employee an acting rate equal to the rate they would have earned on the project/job.

An employee operating a compressor and/or equipment connected thereto to receive rates as per the schedule of wages.

## **8. EMPLOYEE BENEFITS**

### **8.01 Option to Buy Back Pension**

Employees who complete probation shall have the option to buy back pensionable coverage per the maximum allowable in accordance with Municipal Pension Plan criteria. (Refer to Article 8.17)

### **8.02 Annual Vacation**

The annual vacation is granted for service during the calendar year. It is to be taken in the calendar year in which it is earned (unless otherwise mutually agreed upon) at a time to be arranged with the Department Head. The entitlement of an employee is as follows:

If one (1) year's service cannot be completed by December 31, an employee shall receive vacation pay in accordance with the Employment Standards Act.

If one (1) year's service can be completed by December 31, an employee shall receive six per cent (6%) of the employee's gross pay (and pro rata if the employee's service during the year is not full-time), with authorized leave of absence of fifteen (15) working days.

If seven (7) years' service can be completed by December 31, an employee shall receive eight per cent (8%) of the employee's gross pay (and pro rata if the employee's service during the year is not full-time), with authorized leave of absence of up to twenty (20) working days.

If fifteen (15) years' service can be completed by December 31, an employee shall receive ten per cent (10%) of the employee's gross pay (and pro rata if the employee's service during the year is not full-time), with authorized leave of absence of up to twenty-five (25) working days.

If twenty-two (22) years' service can be completed by December 31, and employee shall receive twelve per cent (12%) of the employee's gross pay (and pro rata if the employee's service during the year is not full-time), with authorized leave of absence of up to thirty (30) working days.

### **8.03 Service Defined**

For the purposes of this Article respecting vacations, service during the calendar year shall include each day for which the employee receives full pay from the Board or is in receipt of benefit under the Board's sickness and accident insurance policy, or is in receipt of Workers' Compensation for a period not exceeding twelve (12) consecutive months.

Gross Pay shall mean a normal day's pay for each day for which the employee receives pay from the Board or is in receipt of Short Term Disability Carrier or Workers' Compensation Board payments during a calendar year.

When on Short Term Disability Carrier or Workers' Compensation Board an employee will continue to receive vacation entitlement according to the time sheet rate.

A record of vacation entitlement and balance will be included on the electronic bi-weekly pay advices.

#### 8.04 Scheduling of Vacations

The Board shall endeavour to accommodate employees in regard to the scheduling of their vacations. Vacation preferences shall be granted on the basis of seniority. A bona fide explanation shall be given to an employee in writing should a request for vacation be denied.

It is agreed that requests for vacation shall normally be made four (4) weeks in advance of the requested time off. In unusual circumstances an employee who requests vacation without four (4) weeks' notice may be granted such time off.

#### 8.05 Vacation Advance

During the first year in which this provision is effective; i.e., from 1986 January 01, and in each subsequent calendar year an employee shall be granted a vacation advance of an amount to be determined by the provisions of Article 8.02. Such credit shall be reduced in equal instalments from the normal annual entitlement prior to December 31 in each of said calendar years, or on a severance cheque in the event that the employee should leave the employment of the Board for whatever reason, whichever is appropriate.

#### 8.06 Vacation Deferment

- (a) An employee may, after using three (3) weeks of current vacation entitlement, defer any additional vacation entitlement.
- (b) Such vacation deferment shall be paid out at the rate earned at the time of deferment.
- (c) **On November 01 of each calendar year and for thirty (30) days, employees will be given the electronic option to elect to defer through Employee Self-Service all unused hours or shall be paid out in cash.**

**Where no election to defer has been selected, payment in cash of all vacation hours shall be on the first pay date of January.**

- (d) Any conflict with another employee's vacation shall be resolved by referral to Article 8.04 Scheduling of Vacation.
- (e) If an emergent situation requires an employee to report to work during their vacation, the employee shall defer the corresponding vacation days. The deferred days shall be banked, to be taken at a later date mutually agreed on by the employee and their supervisor. The banked days may be carried over to the following year at the employee's request.

**8.07 Vacation Credit Pay Out**

An employee shall normally be paid their regular rate **of pay** when the employee is on vacation **and when the employee is paid out unused vacation hours.** The employer shall pay out any additional **hours** owed by the first pay period of **January**, unless otherwise advised by the employee **as defined in article 8.06(c).**

**8.08 Year of Retirement**

During the year of retirement from the service of the Board on pension, either Municipal Pension Plan or disability provided by Workers' Compensation, an employee shall be entitled to the full vacation provision to which the employee would earn for the year in which retirement takes place.

**8.09 Vacation Bonus**

A vacation bonus shall be provided by which an employee shall benefit and be entitled to receive an additional day of vacation, expressed as a percentage; i.e., 0.4% of gross salary, of the year in which the bonus is taken, once during each completed five (5) years of service from the effective date of hire. Such time may be taken at the convenience of the employee, provided that at least three (3) working days notice of such leave is given.

A table of such vacation bonus entitlement is as follows:

Five (5) years service from the effective date of hire 0.4% bonus (1 day)  
Ten (10) years service from the effective date of hire 0.8% bonus (2 days)  
Fifteen (15) years service from the effective date of hire 1.2% bonus (3 days)  
Twenty (20) years service from the effective date of hire 1.6% bonus (4 days)  
Twenty-Five (25) years service from the effective date of hire 2.0% bonus (5 days)



Thirty (30) years service from the effective date of hire 2.4% bonus (6 days)  
Thirty-five (35) years service from the effective date of hire 2.8% bonus (7 days)

For example, if an employee on 1985 December 31 can complete between fifteen (15) and nineteen (19) years of service, their initial bonus shall be three (3) days, this is the initial entry for that employee with the scheme. Then at the completion of their twentieth (20th) year of service they receive an additional four (4) days; then at the completion of their twenty-fifth (25th) complete years of service, receive an additional five (5) days, etc.

#### 8.10 Casual Employees

**In lieu of annual vacation, the Board shall pay casual employees vacation pay in accordance with the BC Employment Standards Act on each pay date.**

#### 8.11 General (Statutory) Holidays

The following general holidays shall be observed as holidays and shall be paid at the regular pay rate of the employee:

New Year's Day	Labour Day
B.C. Day	Good Friday
Thanksgiving Day	Easter Monday
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	Family Day

#### **Truth and Reconciliation Day**

When any of the General (Statutory) Holidays fall on Saturday or Sunday and are not proclaimed as being observed some other day the preceding Friday or the following Monday, when one (1) day is involved, or the preceding Friday and following Monday, when two (2) days are involved, shall be deemed to be the holidays for the purpose of this Agreement; provided that such day does not conflict with the calendar of school days as stated by the Minister of Education in the calendar for the school year.

When any of the General (Statutory) Holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay.

(For payment of wages when authorized to work on a statutory holiday, see Article 6.03)

Additional statutory holidays shall be any day proclaimed to be a public holiday by the Provincial or Federal Government and by the Vancouver School Board.

#### 8.12 Earned Days Off (See Appendix C)

Permanent employees will accumulate and bank time at the rate of one-half (1/2) hours a day. This time may only be accumulated during the year when Daylight Savings Time is in effect.

- (a) Employees will work an additional one-half (1/2) hour per day on a prescheduled basis either before or after regular working hours. Starting, finishing, and lunch times will be arranged with the local supervisor.
- (b) Employees will bank the additional time worked. Banked time will be taken off as scheduled by mutual agreement of the employees and the supervisor. Days must be prescheduled.
- (c) Employees will not earn or bank time off for days of absence from work, or statutory holidays.
- (d) All employees will work this schedule.

#### 8.13 Early Book-Off

An employee may book-off up to twelve (12) hours per year with pay (maximum of three (3) hours per day), for purposes of preventive medicine, health or dental care, but not for a long term course of treatment or for recurrent therapy, provided that the employee may be required to produce proof of medical or dental care and provided that the appropriate supervisor so authorizes such leave of absence in writing. Employees will provide twenty-four (24) hours' notice of an Early Book Off and will notify their supervisor if an emergent situation arises that requires Early Book Off. Abuse of this privilege shall be cause for discipline. Book-off under this article will be recorded in multiples of half (1/2) hours.

#### 8.14 Payments During Absence for Illness, Injury or Gratuity

A permanent employee or employees who qualify, reference Article 2.01., shall **earn** four point two three one percent (4.231%) of their rate of pay, equivalent to a credit of eleven (11) working days (based on full time equivalency), each pay period into a 'Sick Gratuity Bank' in lieu of sick leave days and gratuity days, paid directly by the Board.

The Board may, in the case of illness, require substantiation by medical certificate and the Board will pay the cost for the certificate. The insurance provision described in this Article shall begin on the fourth (4th) day of an absence due to sickness or injury.

The 'Sick Gratuity Bank' may be taken at the base rate of pay, at any time and for any reason during the calendar year provided only that such leave is approved by the employee's supervisor. Approval shall not be unreasonably withheld and a bona fide explanation shall be given to an employee in writing should a request for use of such day(s) be denied.

Any employee who is unable to use any or all of their banked time as a leave of absence for sickness, injury or for personal leave for whatever reason, in addition to their vacation during the calendar year shall be paid for the unused balance. An employee may defer the unused balance of days for one (1) year. **On November 01 of each calendar year and for thirty days (30), employees will be given the electronic option to elect to defer through Employee Self-Service all unused hours or shall be paid out in cash.**

**Where no election to defer has been selected, payment in cash of all unused "Sick Gratuity Leave Bank" hours shall be made on the first pay date of January.** Deferred days will be paid at the rate at which they were earned.

For other absences because of sickness or injury the Board will arrange for insurance under a Group Sickness and Accident Policy. Under such a policy the employee will receive eighty per cent (80%) of weekly salary less any payments to the employee by the Workers' Compensation their average Board (where applicable).

The cost of this insurance is shared by the employee and the Board with the employee paying one-third (1/3) and the Board paying two-thirds (2/3) of the premium. This insurance is a condition of employment for Permanent Employees.

On receipt of a request in writing from any employee the Board shall provide such employee with a breakdown of the employee's and of the Board's costs in payments for the premium of the Group Sickness and Accident Policy over the preceding five (5) year period.

In the case of absence for illness the Board's contribution will be maintained while the employee is in a pay status. In the case of employees receiving compensation through the approved Short Term Disability Carrier, the Board's contribution towards the following benefit premiums will be maintained: Dental, Extended Health, Group Life, Medical Services Plan and the full cost of the approved Short Term Disability Plan.

Effective July 1, 2006, the Short Term Disability Carrier benefit is one hundred twenty (120) calendar days.

#### 8.15 Accident, Injury or Illness Covered by Workers' Compensation

Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to compensation therefor under the Workers' Compensation Act, the employee's salary shall be continued for a period of not more than fifty-two (52) weeks, or until the status of the Workers' Compensation payment changes to disability pension or other Workers' Compensation Board settlement, whichever occurs first.

All monies payable to an employee by way of compensation for loss of wages under the said Act or the insurance carrier Short Term Disability Carrier, shall be paid to the Board in return for which the Board shall:

Calculate all benefits and deductions, except income tax, based on the gross pay to which the employee would have been otherwise entitled but for disability suffered or incurred by the employee aforesaid, and,

Pay the employee the full net income to which they would have been otherwise entitled but for disability suffered or incurred by the employee aforesaid, and,

Subject to the above maximum time limitation of fifty-two (52) weeks.

Compensation does not include a disability pension or other final settlement award arising for such disability. Compensation means periodic payments during the period of temporary disablement.

#### 8.16 Disabilities Not Covered by Workers' Compensation

Where an employee is paid their wages by the Board while they are absent from employment by reason of any disability other than one for which they would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Board. Upon the Board receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered.

#### 8.17 Municipal Pension Plan

All permanent employees shall become members of the Municipal Pension Plan upon attaining eligibility to do so pursuant to the collective agreement and MPP rules. Casual employees shall be offered enrolment in the MPP pursuant to the collective agreement and MPP rules. Contributions shall be made by both the employee and the Board as follows:

In accordance with the Municipal Pension Plan when the employee is in receipt of pay; or

When the employee is in receipt of benefits under Article 8.14 and making a contribution, in which case the contribution will be based on the gross benefits received by the employee, the employee may make arrangements with the Board's Payroll Department or with the Pension Corporation, as appropriate, for payment of their contribution.

When an employee is on leave of absence without pay, and wishes to apply to the Municipal Pension Plan trustees to maintain pensionable service, such application may be processed through the Payroll Department.

When an employee wishes to apply for previous/past service including probation period, such application may be processed through the Payroll Department.

Such arrangements shall be at no cost to the Board, it being understood that, as per the Municipal Pension Plan Rules, the employee may pay both shares of contributions or reimburse the Board.

#### 8.18 Medical Services Plan

The Board contributes one hundred per cent (100%) of the premium of the Medical Services Plan of B. C. of Permanent Staff who elect to participate.

#### 8.19 Extended Health

The Board contributes one hundred per cent (100%) of the premium of the Pacific Blue Cross (Extended Health Benefits Plan including Eye Glass and Hearing aid Options) for permanent employees who elect to participate, to a maximum of \$1,000,000, with \$75 annual deductible, claimable over twenty-four (24) months, and 80% co-insurance.

The eye exam option will provide one hundred dollars (\$100.00) per person every twenty-four (24) months.

The eyeglass option shall provide a maximum of five hundred (\$500.00) claimable every twenty-four (24) months.

The hearing aid option will provide a maximum of three thousand dollars (\$3000.00) every forty-eight (48) months, \$75 annual deductible, 80% co-insurance.

## 8.20 Dental Plan

The Board shall pay one hundred per cent (100%) of the cost of the premiums for the dental plan.

All new employees must join as a condition of employment unless covered by another dental plan, when appointed as permanent full-time.

The following benefits shall be provided:

Plan 'A' - Dental Services paying for one hundred per cent (100%) of the approved schedule of fees.

Plan 'B' - Prosthetics, crowns and bridges paying for fifty per cent (50%) of the approved schedule of fees.

Plan 'C' - Orthodontics paying for fifty per cent (50%) of the approved schedule of fees.

Dependent children, as defined in the Income Tax Act, who are over the legal age for coverage in the plan shall be covered with an appropriate rate for such coverage shared by the employee and the Board.

## 8.21 Group Life Insurance

Every employee appointed to the permanent staff, who qualifies, shall participate in the Group Life Insurance Plan. All employee shall be covered by \$100,000 life insurance, the premium for which shall be paid by the Board.

Optional Voluntary Life insurance is available through Public Education Benefits Trust (PEBT) available at the expense of the employee.

## 8.22 Benefits for Early Retirement

Employees retiring before age sixty-five (65) may continue to participate in group benefits until age sixty-five (65), with both portions of the premiums being paid quarterly by the employee who will be billed by Payroll on a quarterly basis.

## 8.23 Retirement Seminar

The Board shall ensure that members of the bargaining unit may participate in a retirement seminar which may take place during the three (3) years prior to the employee's year of retirement. Permanent members may request to participate in

this seminar prior to three (3) years, provided they are at least forty-five (45) years of age, that application is made at least one (1) month prior to the seminar date and there is no additional cost to the Employer. Space will be provided if available. Members will be eligible to attend for one (1) session only prior to retirement.

#### 8.24 Early Retirement Incentive

The Board may offer, or the Union or the employee(s) may request, an early retirement incentive. Where there is mutual agreement of the Board, Union and employee(s) such arrangement will be applied.

#### 8.25 Lay-off Benefits

During temporary lay-offs due to seasonal work shortages the Board shall make arrangement to continue medical, extended health, dental, and group life for permanent employees during the period of lay-off and until the employee is recalled to work by the employer in accordance with Article 10.04. The Board shall pay all the cost.

#### 8.26 Benefits Trust

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health, and group life insurance coverage specified in this Article as soon as the trust is able to take on that responsibility.

Once the trust is able to take on that responsibility, the parties agree that they will participate on the following conditions.

The Parties have further agreed to participate in the government funded "Core" long term disability plan and the Joint Early Intervention Services provided through the PEBT.

### 9. ABSENCE FROM DUTY

#### 9.01 Bereavement Leave

Emergency leave in the case of the death of an employee's spouse, common-law spouse, child, ward, sibling, parent, guardian, or other relative if living in the employee's household, or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent, may be granted without loss of pay for a period not to exceed three (3) working days, provided that such leave without loss of pay shall not be granted during an

employee's first ten (10) months of service.

Any employee who qualifies for emergency leave without loss of pay herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.

Requests for leave shall be submitted to the appropriate department head who will determine and approve the number of days required in each case.

An employee who qualifies for emergency leave without loss of pay herein, shall be granted such leave when on annual vacation, and under such circumstances, the employee shall notify the Board. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation shall not be entitled to such emergency leave without loss of pay.

Upon application to, and upon receiving the permission of the appropriate department head, an employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by this Article.

**Effective July 01, 2024:**

**Upon application to, and upon receiving the permission of the appropriate department head, an employee may be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by this Article.**

**9.02 Leave of Absence for Union Officials**

All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Board. Requests for such leave of absence shall nevertheless be given precedence over any other application for leave on the same day.

With respect to any leave of absence granted without pay, the Board shall continue to pay each representative's regular wage or salary and shall render an account to the Union on an individual basis for such amount, including the Board's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage and Municipal Pension Plan. An administration overhead shall not be charged. The Union shall then reimburse the Board the amount of the account rendered within sixty (60) days.



Whenever representatives of the Union and the Board meet in the presence of a third party, for conciliation, mediation, arbitration or at the invitation of an officer of the Ministry of Labour, or Labour Relations Board Investigation or Hearing, the total costs of each of the parties shall be the responsibility of that party except that the costs of an arbitrator appointed jointly by the parties shall be shared equally. Other conditions may be arranged by mutual agreement prior to any such occasion and the Board shall waive this provision in the event that the Union is unable to meet such costs.

Upon application to, and upon receiving the permission of the Board in each specific case, official representatives of the Union may be granted time off for the purpose of attending a meeting at the request of the Board, collective bargaining with the Board, or for the purpose of settling a grievance as provided in Article 11. Not more than three (3) such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.

Upon application to, and upon receiving the permission of the Board in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and B. C. Divisional Conventions of the Canadian Union of Public Employees, the annual convention of the B. C. Federation of Labour and the biennial convention of the Canadian Labour Congress.

Upon application to, and upon receiving the permission of the Board in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.

The Board agrees that any full-time officers of the Union will not lose their seniority in the service of the Board while on leave of absence for the purpose of performing their duties as officers of the Union. Upon retirement from that office they may return to the same position if vacant or to an appropriate position of equal value.

The Board agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B. C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose their seniority in the service of the Board while on such leave of absence. Upon termination of such period of office, such an employee may return to the same position if vacant or to an appropriate position of equal value.

The Union shall provide the Board with an updated list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

An employee on leave of absence for any reason, with or without pay, shall notify their supervisor on resuming normal duties.

### 9.03 Maternity/Parental Leave

A pregnant employee who elects to request Maternity/Parental Leave shall provide the Human Resources Manager with a medical certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three (3) months prior to the estimated date of birth.

An employee who has been granted Maternity/Parental Leave shall notify the Human Resources Division at least four (4) weeks before they intend to return to work.

Requests to return to work after a period shorter than six (6) weeks must be given in writing to the Board at least one (1) week before the date the employee indicated she intends to return to work with a certificate from a medical practitioner stating that the employee is able to resume work.

An employee shall be entitled to Maternity/Parental Leave, *in accordance with the Employment Standards Act*.

Where Maternity/Parental Leave is taken, the Board shall pay both the employee's share and the Board's share of the cost of premiums for all benefits except Municipal Pension Plan to which the employee is entitled for each month of said leave. The Board shall continue to pay its share of Municipal Pension Plan contributions provided the employee elects to continue to pay their share of contributions. Maternity/Parental Leave is considered service for the purpose of earning vacation, vacation pay, pension (if so desired by the employee), medical or other plan beneficial to the employee.

An employee on Maternity/Parental Leave shall not be entitled to sick leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.

An employee who has notified the Board of their intention to return to work and on the date agreed between the employee and the Board for the commencement of work is ill and unable to return to work, shall be entitled to be paid sick leave benefits provided that they have sufficient sick leave credits and produces a disability certificate duly completed by their attending physician to the Board. Sick leave paid under these circumstances shall not be regarded as Maternity Leave or as an extension of it.

An employee shall be entitled to Parental Leave, without pay, and without the loss

of seniority, in accordance with the *Employment Standards Act*.

#### 9.04 Jury Duty/Witness

Leave of absence without loss of pay or seniority benefits shall be granted to an employee who is required to serve as a juror or as a witness in any court. The employee shall provide the Board with as much advance notice as possible. The employee shall continue in receipt of full pay provided that the payment received by the employee for the jury service or as a witness shall be paid to the Board as soon as it is received.

The employee shall present proof of service and of the amount received to the Board on return to duty. All such time spent by the employee shall be considered as time worked.

#### 9.05 Leave of Absence

Leave of absence shall be granted on the basis of **departmental** priorities in the Vancouver school system and by mutual agreement. For leave of six (6) months or more, the request for leave must be received in writing by the supervisor at least thirty (30) days in advance of the first day of the leave. This provision may be waived if there are extenuating circumstances.

Absence for reasons other than those recited above shall be considered personal and no employee shall be absent from duty without permission. Such absence shall be without pay or benefits unless otherwise authorized.

Employee's granted leave without pay shall have the option of maintaining benefit coverage during the leave by prepaying all benefit premiums, including union dues, for both the Board's and employee's share. Leaves may be provided for up to one (1) year providing the time and duration of the leave are acceptable to the Board.

Accepting work with another employer is not an acceptable reason for requesting the granting of personal leave.

For leaves up to and including six (6) months, the employee will retain a right to a job in their previous classification.

For leaves of six (6) months to one (1) year, the employee will retain the right to a job. Such leave shall require an adjustment to entitlement for vacation, statutory holidays, etc.

**The Board agrees that its official policy on leave of absence to stand for election to public office shall be extended to members of C.U.P.E. Local 407**

**and such policy shall be put in writing to the Secretary-Treasurer of C.U.P.E. Local 407 with a copy to the President as and when such policy is approved by the Board or is changed or is amended by the Board in future.**

#### **9.06 Employment Standards Act**

**Employees are entitled to additional leaves in accordance with the current provisions of the *Employment Standards Act*.**

#### **9.07 Compulsory Quarantine**

Wages for time lost due to compulsory quarantine shall be paid to permanent employees covered by this agreement when certified by a medical doctor. Wages will be maintained until the employee qualifies for weekly indemnity (or such other plan as may be agreed to by the parties).

#### **9.08 Cultural Leave for Indigenous Employees**

- 1. Effective July 01, 2022, an Indigenous employee is entitled to up to two (2) days' leave with pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.**
- 2. This leave shall be accessible for any event or activity of significance to any Indigenous nation.**
- 3. A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.**

### **10. LAYOFF, SEVERANCE & RECALL**

#### **10.01 Notice Required**

An employer shall not terminate an employee without giving the employee, in writing, at least two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and after the completion of a period of employment of three (3) consecutive years, one additional week's notice, and for each subsequent completed year of employment, an additional

week's notice up to a maximum of eight (8) weeks' notice.

#### 10.02 Lay-offs - Permanent Employee

Both parties recognize that job security shall increase in proportion to length of service. When a lay-off is required, employees will be laid off in reverse order of seniority, subject to the employee being capable of fulfilling the requirements of the work. If an employee is by-passed for layoff due to specialized training or skills, which can be provided in-service, the more senior person shall be offered the option to take the in-service training and assume the position.

Nothing in this Article will prevent the Board from approaching senior members of Local 407, with the option to be laid off out of seniority order. If both employee and Board agree such lay-off shall be allowed.

Employees appointed to the permanent staff who are laid off due to lack of work shall be given preference in rehiring, subject to the following conditions:

That the employee is capable of performing the work which may be available.

It is the responsibility of the former employee to provide the employer with current and accurate contact information (address and telephone number) in order to be reached for re-hiring under this clause.

Notwithstanding any of the provisions of this Agreement, a former employee shall have no preferential right to re-employment or to fringe benefits after a period of one (1) year from the date on which they were laid off.

Employees who have retired and who return for temporary work, are not entitled to any fringe benefits, except those required by law.

#### 10.03 General

The Board agrees that where a lay-off is necessary, the Union shall receive twenty (20) working days' notice of such lay-off and shall be provided with a list of the proposed lay-off, which provision does not apply in cases of emergency created by inclement weather or other unforeseeable events outside the control of either party. These provisions apply only to Permanent Employees.

No Permanent Employee may be terminated while on Workers' Compensation or while in receipt of sick leave.

#### 10.04 Recall Procedure

Permanent employees shall be recalled in the order of their seniority provided they are capable of performing the work which is available and respond in accordance

with this Article.

Employees who are eligible for work, who are not presently employed, shall be advised to report to work when required. Failure to report for work within two (2) working days on receipt of such notice shall mean that such employee has no further rights, excepting the Grievance Procedure, under this Collective Agreement. Exceptions may be made through sickness or other just cause provided such employee notifies the appropriate department head immediately upon receipt of such notice.

#### 10.05 No New Employees

New employees shall not be hired until those permanent employees on temporary lay-off, who are capable of performing the work available and who have responded in accordance with Article 10.04 have been given an opportunity of recall.

#### 10.06 Service Severance Pay

A regular employee who is laid off is entitled to choose severance pay at any time within sixty (60) calendar days from the effective date of lay-off. Upon acceptance of severance pay all rights under this Agreement are terminated. An employee on temporary lay-off and not recalled before loss of recall rights in accordance with Article 10.02 shall automatically be paid severance pay within one (1) week of loss of recall rights.

Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of service or major portion thereof, as set out in the seniority list prepared by the Board and approved by the Union. An employee who receives severance pay pursuant to this clause and who may subsequently be rehired by the Board shall retain any severance payment. The years of service for such employee shall begin from the date of rehire.

Severance pay is limited to five per cent (5%) per year of gross wages up to one (1) year's current pay.

#### 10.07 Contracting Out

No Permanent Employee shall be laid off solely because of contracting out. Moreover no permanent employee shall be laid off solely because of a variance of a certificate in bargaining authority or because of a new classification of employee included in any agreement between the Board and any other Union.

The Board agrees to provide a seniority list of employees which shall be used for hiring and lay-offs, as prescribed in Article 10.02.

All applications from school committees, neighbourhood groups, or others having received external funds to improve the school or playground in areas where such work would normally be performed by members of the Union if such work were financed entirely by the Vancouver School Board, shall be advised 30 days prior to the commencement of work in writing to the Union during a regular Labour-Management Committee meeting, or at a special meeting convened for the purpose, prior to the Board authorizing such work to begin on its premises or grounds.

## **11. GRIEVANCE PROCEDURE**

Any difference arising between the parties covered by this Agreement relating to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable shall be resolved, without stoppage of work, in accordance with the following procedure:

Stage 1: The parties agree that, where possible, attempts should be made to resolve disputes informally before engaging the formal grievance procedure. An Employee may raise a dispute informally with their supervisor with or without the Union's presence, either verbally or in writing.

Stage 2: Any difference may be referred by the grieving party to the appropriate department head, the Employee Services designate, and a Union Representative, who shall endeavour to settle it. This shall not exceed five (5) working days.

Stage 3: If settlement is not reached in Stage 2, the difference may be referred by the grieving party to the Superintendent of Schools or their delegate and to the Union's National Representative or some other representative as determined by the Local Union, who shall endeavour to settle it. If such reference is made, the grieving party shall present to them a statement in writing of what it considers the grievance to be. This stage shall not exceed ten (10) working days.

If the grievance arises from an action or decision by the Employee Services Division or the Payroll Department the grievance will automatically advance to Stage 3.

### **11.01 Summary of Facts**

A detailed summary of facts shall be recorded in writing by each party immediately following the completion of Stage 3. Each party shall exchange with the other its written summary of the facts for the record. Should either party disagree with the summary of facts of the other party, such disagreement shall be brought to the immediate attention of the other party. The parties shall attempt to reach

consensus, however, failing to do so shall not restrict either party from proceeding to arbitration nor restrict either party from bringing forward new information to the arbitration hearing.

#### 11.02 Arbitration Stage

If settlement is not reached in Stage 3, the difference may be referred by the grieving party to arbitration for final and binding settlement. If such a reference is made, the parties shall agree on a single arbitrator, or should the parties fail to appoint an arbitrator within seven (7) days, either party may request the Minister of Labour to make the appointment. The arbitrator shall hear and determine the difference, and shall issue a decision that is final and binding upon the parties and upon any employee affected by it within fifteen (15) working days from the date of their appointment.

#### 11.03 Advancement of Grievance

The party to the Agreement responsible for advancing the grievance to each succeeding stage shall do so by notifying the other party in writing, not later than three (3) working days from the expiration of the previous stage. The succeeding stage shall commence the day following the receipt of such notice. If such notice is not given, the grievance shall be deemed to be abandoned and all recourse to the Grievance Procedure shall be at an end.

#### 11.04 Extensions

Extensions of the time periods in the stages or in the rendering of the decisions of the arbitrator shall be made only by agreement of the parties in writing.

#### 11.05 Attendance

At any step of the Grievance Procedure the grievor shall have the right to be present and shall be granted leave of absence with pay. Persons other than those provided in the above provisions may be present at the request of and at the expense of the requesting party.

#### 11.06 Discipline

When an employee is called to meet with a supervisor for the purpose of discipline, that supervisor shall notify the said employee that they may have a Shop Steward present and in the event that the employee does so request, the meeting shall be postponed until an appropriate time when a Shop Steward is available and present to hear the disciplinary action.



### 11.07 Dismissal, etc.

Any employee bound by this Agreement who alleges wrongful dismissal, discipline or suspension shall be entitled to have such grievance settled in accordance with the Grievance Procedure set forth above. If such employee is found by an Arbitrator to have been dismissed, disciplined, or suspended for other than proper cause, then such Arbitrator shall direct the Board or make an order in accordance with the provisions of the Labour Relations Code of B.C. An employee who is reinstated by the arbitrator shall be entitled to reinstatement with seniority, wages, and other benefits under this contract.

### 11.08 Lay-off and Recall Grievance

Grievances concerning lay-offs and recalls may be initiated at the arbitration stage of the Grievance Procedure by either party.

### 11.09 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Stage 1 and Stage 2 may be by-passed.

## 12. TECHNOLOGICAL CHANGE

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

Where the Board introduces, or intends to introduce, a technological change that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 11.02 of this Collective Agreement, by-passing all other steps in the Grievance Procedure.

The Arbitration Board shall decide whether or not the Board has introduced or

intends to introduce a technological change, and upon deciding that the Board has or intends to introduce a technological change the Arbitration Board:

- (a) shall inform the Minister of Labour of its findings; and
- (b) may then or later make any one or more the following orders:
  - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - (ii) that the Board will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - (iii) that the Board reinstate any employee displaced by reason of the technological change;
  - (iv) that the Board pay to that employee such compensation with respect to their displacement as the Arbitration Board considers reasonable.
  - (v) that the matter be referred to the Labour Relations Board (Labour Relations Code of British Columbia).

The Board will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated.

### **13. GENERAL PROVISIONS**

#### **13.01 Notification of Retirement**

Employees shall notify the Board no less than thirty (30) days in advance of their retirement.

#### **13.02 Employment Standards Act**

The Board agrees that any provision of the Employment Standards Act not specifically covered by this Collective Agreement or which is superior to a provision

of this Collective Agreement shall be deemed to be a part of this Collective Agreement including:

### 13.03 General Changes

The Board agrees that where practicable, any reports or recommendations about to be made to the Board dealing with matters of general policy, wages and general working conditions covered by this Agreement, shall be communicated to the Union at such an interval before they are dealt with by the Board so as to afford the Union a reasonable opportunity of not less than ten (10) working days to consider them and, if thought necessary, of protesting them when they are dealt with by the Board.

The Board agrees that the rate for any new position created by the Board shall be referred to the Union and negotiated between the parties. A rate shall be set by the Board which rate shall be subject to revision, retroactive to the date of implementation if the rate is changed through negotiations. The parties agree that if the rate cannot be established by negotiations it may be referred to arbitration as provided in Article 11.

### 13.04 Sexual Harassment

Sexual harassment is unwelcome comment(s) or conduct of a sexual nature that may lead to adverse job-related consequences for the person to whom the comment or conduct is being directed, and which a reasonable person would know to be unwelcome.

Such behaviour could include but is not limited to:

- Touching, patting, or physical contact
- Leering, staring, or the making of sexual gestures
- Demands for sexual favours
- Verbal abuse or threats
- Unwanted sexual invitations
- Physical assault of a sexual nature
- Distribution, display, and/or searching for sexual, offensive, or pornographic images and material by any source of media
- Unwanted questions or comments of a sexual nature
- Practical jokes of a sexual nature

To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

The Board agrees to develop, jointly with the Union, a policy against sexual harassment and make all personnel aware that violations of the policy shall be subject to disciplinary action. The Board also agrees to include the subject to sexual harassment in staff or management training sessions. Cases of sexual harassment shall be eligible to be processed as grievances.

Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

The Board and the Union recognize the right of employees to work in an environment free of violence and/or harassment.

The Board and the Union recognize that it is their joint responsibility to maintain a harassment-free workplace.

### 13.05 Access to Personnel Files

An employee may, on written application to the Human Resources Division, have access to and review their personnel file. The file will be made available to the employee at a time convenient to the Human Resources Division and not necessarily during the employee's working hours. An employee may respond, in writing, to any report in their file, and any such response will be entered in the employee's file.

The Board agrees that all correspondence to the C.U.P.E. Local shall be mailed to an address to be provided by the Local on an annual basis.

### 13.06 Employee Training

The Board shall pay the cost of an academic or technical course which is directly related to the employee's work and which has been approved by the Board on the basis of one hundred per cent (100%) of the cost on successful completion of the course. Courses indirectly related to the employee's position may be approved at a lower level (normally fifty per cent [50%]). In the event that an employee's application for approval is denied, the Board shall explain the reasons to the employee in writing.

Where an additional certificate or license is required by the Board for an individual in their present job, the Board will pay the costs associated with obtaining it.

For the purposes of providing on the job training to staff, the Board may, with prior notification to the Union, place any staff in supervisory positions (e.g. charge hand positions). Except as otherwise agreed by the parties, such training will be for a

maximum of five (5) working days and one (1) occasion per calendar year for each such employee.

### **13.07 Joint Career Development**

**A Joint Career Development fund shall be established for the term of the 2022-2025 Collective Agreement.**

- (a) The Joint Career Development Committee shall consist of not more than 8 persons; 4 representatives appointed by the Union and 4 representatives appointed by the Board. The purpose of the Committee is to establish guidelines for approval of reimbursements and approve reimbursements.**
- (b) Meetings of the Committee shall be held at the call of the Board or the Union, as required, and at a time mutually agreed upon between the Union and the Board.**
- (c) Employees must complete the CUPE Local 407 Course/Conference Form prior to the course/conference and attach a description of the course/conference from the provider.**
- (d) Courses/Conferences that are job related and for career enhancement purposes may be approved by the Committee.**
- (e) Effective July 01, 2022, the Joint Career Development fund will be \$6000 per year (January to December). Effective July 01, 2024, the Joint Career Development fund will be \$10,760 (January to December). Once the fund is depleted in a year no other applications will be accepted until the following year. If there is a surplus it will be rolled over to the next year. This fund does not cover transportation, meals, lodging and professional membership fees.**
- (f) Employees must pay for the course and will be reimbursed should their application be approved. The full or partial cost of the course/conference to a maximum of \$500, having been approved before being taken, shall be refunded to the employee on proof of attendance and satisfactory completion of the course/conference.**

### **13.08 Air Brake Training**

It is understood by both parties that should the Board purchase trucks with air brakes, truck drivers and mechanics presently in service shall receive training on air brakes at the expense of the Board.

In the event that a truck is purchased which has air brakes or is a 'tandem' truck,

a new rate shall be negotiated for the driver of such vehicle.

### **13.09 Trainer/Operator for Road Vehicles**

An employee must hold at least a Class 5 License with air brakes permit and be qualified.

A Class 3 license with an air brake permit is required for training on certain designated Employer equipment.

The successful applicant would receive instructor's training in a Driver Training Course at the Board's expense.

### **13.10 CIE Courses**

Employees may register in and shall have course fee waived for any Vancouver School Board courses provided that:

- (a) employees take such courses on their own time:
- (b) no fee-paying student is displaced:
- (c) an application form is submitted and approved in advance of registration.

Application forms may be obtained from and forwarded for approval to the Human Resources Division.

Effective July 01, 2019 this Article is only in effect if CIE courses are administered and run by the VSB.

### **13.11 Labour-Management Committee**

A Labour-Management Committee shall be established consisting of three (3) members appointed by the Union and three (3) members appointed by the Board. The parties may be represented from time to time by additional persons as expert witnesses but only by mutual agreement prior to the meeting.

A chairperson and a secretary shall be appointed by mutual agreement which positions shall be alternated every six (6) months so that a Union member shall serve as chairperson while a Board member shall serve as secretary and vice versa.

The Labour-Management Committee shall meet **once every second month.** A

meeting may be cancelled or rescheduled by mutual agreement on two (2) working days notice.

The Labour-Management Committee may be called at other times to discuss issues or emergencies arising which, in the opinion of both parties, cannot be left in abeyance until the next regular meeting. The terms of reference for the Labour-Management Committee are as follows:

- (a) To discuss working conditions, changes in working conditions, changes in equipment, installations of new equipment, introduction of new procedures, etc., that are not specifically covered by the Collective Agreement.
- (b) To discuss problems of contractual relationships and refer them to the formal or informal Grievance Procedure as required.

The Grievance Procedure shall in no way be prejudiced by the term of reference to the Labour-Management Committee.

An agenda shall be submitted twenty-four (24) hours before each meeting. Union members of this Committee may leave work for two (2) hours prior without loss of pay on the day of the meeting to prepare for it.

#### **13.12 School Board Health and Safety Committee**

The Union shall be represented on the School Board Health and Safety Committee by two (2) representatives appointed by the Union. Meetings may be held upon the request of either party and minutes shall be kept and copies of such minutes shall be sent to the Union and the Board.

#### **13.13 Printing of Agreement**

Printing of the Collective Agreement shall be done in the Vancouver School Board Printing Department within sixty (60) days of the signing of a new Collective Agreement.

#### **13.14 Complaints Against an Employee**

Complaints made against any employee covered by this Agreement which are placed on that employee's personnel file shall be copied and sent to the employee and the Union. Only complaints which have been placed on an employee's record file and which have been brought to the employee's notice in writing may be produced as evidence at an arbitration or grievance hearing. It is understood that this provision dates from the signing of this Agreement and that complaints

predating this Agreement may be produced as evidence at an arbitration or grievance provided copies of such complaints are sent to the employee prior to the arbitration or grievance hearing. In addition, any letters of recall, lay-off or termination addressed to a Union member shall be copied to the Union.

The Board agrees that any documents of an adverse nature placed on an employee's file shall remain on that file for not less than six (6) months and not more than forty-eight (48) months depending on the gravity of the reason for the document. The Board shall, therefore, state on each such document the period for which it shall remain on the personnel file of the employee and that employee and the Union shall be so informed.

### **13.15 Payment of Wages**

All employees in the bargaining unit will have wages deposited directly into the financial institution of their choice. Upon presentation of satisfactory evidence, the Board will compensate any individual who suffers a financial loss due to an error in transfer.

In the event the direct transfer of an employee's wages is not transacted on the due date as a result of an administrative process, a direct deposit payment shall be sent no later than the following business day in the full net amount owing to the employee for that pay period.

A summary of benefit coverage is available upon request.

### **13.16 Violence in the Workplace**

Employers must provide a workplace as safe from the threat of violence as possible. If there is a risk of violence in a workplace, the Employer must set up and instruct workers on procedures to eliminate or to minimize the risks.



IN WITNESS WHEREOF the Board has caused these presents to be sealed with the seal of the Board of Education of School District No. 39 (Vancouver) and signed by the Chairperson and Secretary-Treasurer of the Board, and the Union has caused these presents to be executed under the hand of its proper officers duly authorized in that behalf as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BY  
UNION, in the presence of

SEALED WITH THE SEAL OF THE  
BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 39  
(VANCOUVER) and signed by

\_\_\_\_\_  
Brent Boyd, CUPE 407

\_\_\_\_\_  
Helen McGregor, Superintendant

\_\_\_\_\_  
Adam Crawford, CUPE 407

\_\_\_\_\_  
Char Derzak, CUPE 407

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**July 1, 2022 – June 30, 2025**

**Schedule of Wage Rates - Hourly Rates CUPE 407**

Class	Position	30-Jun-21	01-Jul-22	01-Jul-23	01-Jul-24
		-	<b>\$0.25; and 3.24% GWI</b>	<b>5.5% GWI; plus COLA</b>	<b>2% GWI; plus COLA***</b>
1	Casual Labourer	\$22.38	\$ 23.36	\$ 24.94	\$ 25.44
2	Labourer	\$24.08	\$ 25.12	\$ 26.81	\$ 27.35
3	Helper	\$24.51	\$ 25.56	\$ 27.29	\$ 27.83
4	Sweeper Operator	\$26.07	\$ 27.17	\$ 29.01	\$ 29.59
5	Tractor Operator****	\$26.15	\$ 28.00	\$ 30.21	\$ 31.11
6	Truck Driver 1	\$25.36	\$ 26.44	\$ 28.22	\$ 28.79
6	Truck Driver 2****	\$26.49	\$ 28.30	\$ 30.21	\$ 31.11
6	Truck Driver 2A****		\$ 28.30	\$ 30.21	\$ 31.11
6	Truck Driver 3****	\$26.97	\$ 28.30	\$ 30.21	\$ 31.11
7	Blind & Drapery Repairperson, Chipper Operator, Desk Repairperson, Drainsperson, Fence and Sport Equipment Repairperson, Furnace Person, Glazier, Sandersperson, Reinforcing Steel Fabricator*, Tar and Gravel Roofer's Assistant*, Compressor and Drill Operator*, Pressure Washer Operator*	\$27.16	\$ 28.30	\$ 30.21	\$ 30.81
8	Nurseryperson**	\$35.82	\$ 37.24	\$ 39.75	\$ 40.55

9	Gardener, Greenskeeper	\$32.55	\$ 33.86	\$ 36.15	\$ 36.87
10	Journey person Mechanic	\$32.55	\$ 33.86	\$ 36.15	\$ 36.87
11	Assistant Foreperson – Fleet & Equipment Maintenance	\$33.44	\$ 34.78	\$ 37.13	\$ 37.87
12	Foreperson Fleet & Equipment Maintenance	\$36.94	\$ 38.39	\$ 40.99	\$ 41.81
13	Power Equipment Operator 1	\$24.40	\$ 25.45	\$ 27.17	\$ 27.71
13	Power Equipment Operator 2	\$24.97	\$ 26.04	\$ 27.79	\$ 28.35
14	Backhoe Operator****	\$27.01	\$ 28.30	\$ 30.71	\$ 32.11
15	Floor Layer***	\$31.71	\$ 33.00	\$ 35.22	\$ 35.93
17	Pesticide Control Operator (Structural)	\$33.33	\$ 34.67	\$ 37.01	\$ 37.75
17	Pesticide Control Operator (Helper)	\$31.00	\$ 32.26	\$ 34.44	\$ 35.13
18	Foreperson	\$36.94	\$ 38.39	\$ 40.99	\$ 41.81

*	Rate when so employed
**	Charge Hand on Gardener rate, not other rates
***	July 1, 2024 COLA adjustments will be confirmed by PSEC in March each year. 2024 COLA max is 1%
****	Rates determined by Labour Market Adjustment, agreed to in 2022-2025 bargaining.

**July 1, 2022 – June 30, 2025**

**Schedule of Wage Rates - Hourly Rates CUPE 407**

<b>PREMIUM PAY (Per Hour) – ALL EMPLOYEES QUALIFY</b>		
<b>a</b>	Hazard Premium	1.5%
<b>b</b>	Dirty Work Premium	1.5%
<b>c</b>	Hazard/Dirty Work	2.25%
	Hazard/Dirty Work – Effective July 01, 2020	3%
<b>d</b>	Charge Hand 1	10% per hour above regular rate
<b>e</b>	Charge Hand 2	15% per hour above regular rate
<b>f</b>	Truck Driver/Operator Premium will be paid when employee is towing as well as operating equipment and shall receive 2.75% of Truck Driver 1 rate, or the regular rate if greater than Truck Driver 1 rate	
<b>g</b>	Pesticide Control Operator (Back up)	5% above own rate
<b>h</b>	Shift Work Premium	12 ½% above own rate
<b>i</b>	Trainer Operator premium will be paid when performing trainer/operator duties	4% above own rate
<b>J</b>	<b><u>Skid-steer Operator premium</u></b>	<b>2% above regular rate</b>
<b>k</b>	<b><u>Flag Person</u></b>	<b>4% on rate of pay</b>
Hazard/Dirty Work Premium to be paid to employees while using pesticides with protective clothing.		
The Drapery Trainee shall receive the rate of pay as Truck Driver when required to drive the truck in accordance with the duties as Drapery Trainee		

## **Letter of Understanding # 1 - Apprenticeship Agreement**

It is understood that the Apprenticeship Program is an evolving, educational program. A person entering an apprenticeship is entering a “Tri-Partnership” between the Apprentices, The Vancouver Board of Education (the Board) and The Canadian Union of Public Employees Local 407 (the Union). Efforts will be made by all parties to ensure that the Apprenticeship Program remains a viable educational entity.

### **1. Apprenticeship General Provisions**

- (a) Apprenticeship programs covered by this agreement may be in the areas of Landscape Horticulture, Mechanical and Floor Layer. Sub-categories of these Trades will be considered as required. Other trades areas may be included.
- (b) All Journeypersons must hold a Certificate of Apprenticeship or equivalent in their applicable trade.
- (c) The ratio between Apprentices and Journeypersons can be up to but shall not exceed 1:1
- (d) All vacancies for apprenticeship positions must be posted in accordance with provision Article 5.02 of the Agreement. **An introductory meeting will be held with each applicant, an employer representative, and a union representative prior to acceptance to establish program expectations and requirements.**
- (e) Apprentices shall be bound by all positions of the Agreement except as altered by this agreement.
- (f) The Board will ensure that the apprentices will be given the necessary on-the-job practical training. CUPE Local 407 journey employees will participate in on-the-job training.
- (g) CUPE Local 407 journey employees will participate in providing feedback to the appropriate Supervisor on the progress of the apprentices.
- (h) Apprenticeship consideration will be available to both permanent and casual employees equally, as well as others not currently employed with the Board. First consideration will be given to internal applications prior to any external considerations.
- (i) Apprenticeship selection will be made on the basis of Article 2.02 of the Agreement by the appropriate Supervisor.
- (j) The hours of work for an apprentice shall be the same as the journeyperson with whom they are working.

- (k) Apprentices shall perform work under the direction of a journeyperson.
- (l) The first six (6) months of the term of the apprenticeship shall be a probationary period.
- (m) Apprentices shall not be required to perform any work not related to the trade in which they are indentured pursuant to Article 6.06 (Snow Clearing) of the Agreement or in the event of disaster clean-up where journeypersons are likewise assigned. (i.e. flood, fire, earthquake, etc.)
- (n) An apprentice shall be required to attend annual classroom schooling pertaining to their trade. The apprentice will **be** responsible for all costs associated with their annual classroom schooling.
- (o) Article 13.06 will apply to all apprentices for only supplementary courses, Tickets or Certificates
- (p) Any apprentice who is required to leave their annual classroom schooling through no fault of their own shall have the schooling rescheduled at the earliest possible schooling period.
- (q) In cases of failure on the part of the apprentice to fulfill their annual classroom schooling attendance, the Board shall have the authority to suspend or terminate their apprenticeship. Suspension of apprenticeship shall be no longer than six (6) months.
- (r) If an apprentice fails a term of annual classroom schooling the Board will have the authority to suspend or terminate their apprenticeship. Suspension of apprenticeship shall be no longer than six (6) months.
- (s) When an apprentice is absent from work due to sickness or injury, the Board will extend the apprentice's contract an equal period of time.

## **2. Permanent Employee Apprentice**

- (a) If a permanent employee who enters into an apprenticeship fails to complete the probationary period for any reason they will return to their previous posted position.
- (b) The pay rate for permanent employee apprentices shall be their posted time sheet rate or the percentage of journeyperson's rate as listed in Table 1; whichever is greater.
- (c) Permanent apprentices shall be paid at their timesheet rate while attending annual classroom schooling.

- (d) A permanent employee who successfully completes an apprenticeship will be offered six (6) months work as a journey tradesperson at the journey trades rate. During this six (6) month period they may apply for any vacancy for journey position that is posted. At the completion of the six (6) months, if no journey positions have been posted the employee will return to their previous position held before the apprenticeship.

### **3. Casual Employee Apprentice**

- (a) All casual apprentices are to be placed on the casual seniority list.
- (b) Casual apprentices only will not trigger the ten (10) continuous month's provision of Article 2.04 of the Agreement.
- (c) If a casual employee who enters into an apprenticeship fails to complete the probationary period for any reason they will return to the status of casual employee.
- (d) The pay rate for casual apprentices shall be no less than the casual labourer rate or percentage of journeyperson's rate as listed in Table 1; whichever is greater.
- (e) Being a casual apprentice does not preclude that person from obtaining permanent employee status as outlined in the Agreement. If the apprentice wishes to continue in their apprenticeship the permanent position applied for must be a **Labourer position**. The apprentice will then be placed on the permanent seniority list and entitled to all benefits of the Agreement. The rate of pay will then be changed to the permanent rate or percentage of journeyperson's rate as listed in in this agreement; whichever is greater.
- (f) Casual apprentices shall receive four (4%) percent of the employee's gross pay, which will be accumulated and must be taken in days within the calendar year for which it is earned.
- (g) To provide for the period a casual apprentice is absent for their annual classroom schooling, the Board will apply to register a Sub plan.
- (h) The Union will provide a two hundred and fifty dollar (\$250.00) bursary prior to lay-off to a casual apprentice that is required to enter a sub plan for annual classroom schooling.
- (i) The Board will provide an amount of seven hundred and fifty dollar (\$750.00) as a top up to a casual employee who is in receipt of Employment Insurance benefits under the established sub plan, for annual classroom schooling.
- (j) Casual apprentices will not lose casual seniority while attending annual classroom schooling.

- (k) A casual employee who successfully completed an apprenticeship will be offered six (6) months work as a journey tradesperson at the journey trades rate. During this six (6) month period they may apply for any vacancy for journey position that is posted. At the completion of the six (6) months, if no journey positions have been posted, the employee will return to the casual employee list.
- (l) An apprentice whose status has changed from casual to permanent during their apprenticeship will be offered six (6) months work as a journey trades person at the journey trades rate. During this six (6) months period they may apply for vacancy for journey position that is posted. At the completion of the six (6) months, if no journey positions have been posted they will become a labourer.

#### **4. Secondary Student Apprentice**

- (a) The use of Secondary Student Apprentices shall be by mutual agreement on each occasion.
- (b) Secondary Student Apprentices shall be Union members and pay Union dues. Provisions of this agreement shall apply but no provisions of the Collective Agreement shall apply to the Secondary Student Apprentice.
- (c) Secondary student apprentices shall be paid fifty percent (50%) of the applicable journey trade rate.
- (d) Secondary students will be eligible for the apprenticeship during their grade 11 and grade 12 years. Eligibility will end with completion of grade 12 or no later than the last working day of August of their 12 year.
- (e) Work schedules will be arranged with and approved in advance by the appropriate Department. The Department will endeavour to accommodate secondary student apprentices but cannot guarantee that suitable work or work schedules will be available.

In cases of failure on the part of any apprentice to fulfill their obligations in respect of school attendance, the Board, subject always to the Grievance Procedure contained in the Collective Agreement, shall have the authority to recommend to the **Industry Training Authority (ITA)**, British Columbia, that it suspend or revoke their agreement, and shall notify the Union of the violation for disciplinary action.

This agreement may be revised from time to time as necessary, due to changes in the apprenticeship program structure. Any revisions to the agreement will be agreed to by the joint Labour Management Committee.

#### **Rates**



**Landscape Horticulture Program**

**3180-3974 hours 70% of Journeyperson rate**

**3975-4770 hours 75% of Journeyperson rate**

**4771-5565 hours 80% of Journeyperson rate**

**5566-6360 hours 90% of Journeyperson rate**

**Mechanic Program**

**2640-3299 hours 70% of Journeyperson rate**

**3300-3959 hours 75% of Journeyperson rate**

**3960-4619 hours 80% of Journeyperson rate**

**4620-5280 hours 90% of Journeyperson rate**

**Floor Layer Program**

**2280-2849 hours 70% of Journeyperson rate**

**2850-3419 hours 75% of Journeyperson rate**

**3420-3989 hours 80% of Journeyperson rate**

**3990-4560 hours 90% of Journeyperson rate**

Dated at Vancouver, B.C. on February 9, 2012

\_\_\_\_\_  
Brent Boyd  
CUPE Local 407

\_\_\_\_\_  
Joann Horsley-Holwill  
Vancouver Board of Education

\_\_\_\_\_  
Charlene Derzak  
CUPE Local 407

\_\_\_\_\_  
Doug McClary  
Vancouver Board of Education

**TABLE SHOWING REGULAR ANNUAL VACATION ENTITLEMENT IN WORKING DAYS PLUS SUPPLEMENTARY VACATION BONUS FOR THE YEARS 2010 TO 2025 BY YEAR HIRED**

**ENTITLEMENT YEAR**

Year	2013	201	20	201	201	201	201	201	2020	2021	2022	2023	2024	2025
<b>2025</b>														<b>ESA</b>
<b>2024</b>													<b>ESA</b>	<b>15</b>
<b>2023</b>												<b>ESA</b>	<b>15</b>	<b>15</b>
<b>2022</b>											<b>ESA</b>	<b>15</b>	<b>15</b>	<b>15</b>
<b>2021</b>										<b>ESA</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>
<b>2020</b>									<b>ESA</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15+1</b>
<b>2019</b>								<b>ESA</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15+1</b>	<b>15</b>
<b>2018</b>							<b>ESA</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15+1</b>	<b>15</b>	<b>20</b>
<b>2017</b>						<b>ESA</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15+1</b>	<b>15</b>	<b>20</b>	<b>20</b>
<b>2016</b>					<b>ESA</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15+1</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>20</b>
<b>2015</b>			<b>ES</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15+1</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20+2</b>
<b>2014</b>		<b>ESA</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15+</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20+2</b>	<b>20</b>
<b>2013</b>	<b>ESA</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15+</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20+2</b>	<b>20</b>	<b>20</b>
<b>2012</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15+</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20+2</b>	<b>20</b>	<b>20</b>	<b>20</b>
<b>2011</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15+</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20+2</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>
<b>2010</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20+2</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>25+3</b>
<b>2009</b>	<b>15</b>	<b>15+</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20+</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>25+3</b>	<b>25</b>
<b>2008</b>	<b>15+1</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20+</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>25+3</b>	<b>25</b>	<b>25</b>
<b>2007</b>	<b>15</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20+</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>25+3</b>	<b>25</b>	<b>25</b>	<b>25</b>
<b>2006</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20+</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>25+3</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>
<b>2005</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>25+3</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25+4</b>
<b>2004</b>	<b>20</b>	<b>20+</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>25+</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25+4</b>	<b>25</b>
<b>2003</b>	<b>20+2</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>25+</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25+4</b>	<b>25</b>	<b>30</b>
<b>2002</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>25+</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25+4</b>	<b>25</b>	<b>30</b>	<b>30</b>
<b>2001</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>25+</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25+4</b>	<b>25</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>2000</b>	<b>20</b>	<b>20</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25+4</b>	<b>25</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+5</b>
<b>1999</b>	<b>20</b>	<b>25+</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25+</b>	<b>25</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+5</b>	<b>30</b>
<b>1998</b>	<b>25+3</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25+</b>	<b>25</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+5</b>	<b>30</b>	<b>30</b>
<b>1997</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25+</b>	<b>25</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+5</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>1996</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25+</b>	<b>25</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+5</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>1995</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+5</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+6</b>
<b>1994</b>	<b>25</b>	<b>25+</b>	<b>25</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+6</b>	<b>30</b>
<b>1993</b>	<b>25+4</b>	<b>25</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+6</b>	<b>30</b>	<b>30</b>
<b>1992</b>	<b>25</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+6</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>1991</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+6</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>1990</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+6</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+7</b>
<b>1989</b>	<b>30</b>	<b>30+</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+7</b>	<b>30</b>
<b>1988</b>	<b>30+5</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+7</b>	<b>30</b>	<b>30</b>
<b>1987</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+7</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>1986</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+7</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>1985</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+7</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>1984</b>	<b>30</b>	<b>30+</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30+</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>

1983	30+6	30	30	30	30	30+	30	30	30	30	<b>30</b>	<b>30</b>	<b>30</b>
1982	30	30	30	30	30+	30	30	30	30	30	<b>30</b>	<b>30</b>	<b>30</b>

## **Appendix A**

### **SELF-FUNDED LEAVE OF ABSENCE PLAN**

Under the definition of a 'Prescribed plan' within Section 248(1) (salary deferral arrangement) of the Income Tax Act, the following agreement is to permit members of the Union to arrange a self-funded leave of absence by deferring from tax a portion of salary.

#### **1. DEFINITIONS**

"Accrued interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the participant, calculated from:

- (a) the first day any of such monies has been so retained by the Board, or
- (b) the last day to which interest has been paid in accordance with clause 3.4.

whichever is later.

"Union" means CUPE Local 407.

"Board" means the Board of Education of School District No. 39 (Vancouver).

"Agreement" means the agreement in force from time to time between the Board and the Union.

"Contract year" means the twelve (12) month period from January 01 to December 31.

"Current compensation amount" means the total compensation payable by the Board to the participant for the contract year, including their proper salary and all allowances in accordance with the Agreement.

"Deferral Period" shall be number of years not to exceed five (5) years for which compensation is deferred in accordance with clause 3.1, excluding the years referred to in clauses 4.4 and 4.5, if applicable. Therefore, the original deferral period should not exceed five (5) years to allow for the possible application of these clauses.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to participant in accordance with clause 3.4.

"Eligible employee" means a member of the Union.

"Eligible investor" means any Canadian chartered bank, any trust company authorized to carry on business in the province of British Columbia, and any credit union authorized to carry on business in the province of British Columbia.

"Leave of absence" means the period described in clause 4.1.

"Self-Funded Leave of Absence Plan application" means the application on page 59.

"Participant" means an eligible employee who has completed a Self-Funded Leave of Absence Plan and whose application for participation in the plan has been approved by the Associate Superintendent, Human Resources in accordance with clause 2.3.

"Plan" means the deferred salary leave plan set out in this policy and includes all amendments thereto.

## 2. APPLICATION

### Formal Application

2.1 In order to participate in the plan, an eligible employee must complete the Self-Funded Leave of Absence Plan application (on page 59) and submit it to the Associate Superintendent, Human Resources, at least three (3) months prior to participation in the plan, or at a date otherwise agreed between the Board and the Union, stating the date when the eligible employee wishes to participate in the plan.

### Approval

2.2 The approval of each application made under clause 2.1 shall rest solely with the Associate Superintendent, Human Resources. The Associate Superintendent, Human Resources shall, at least one (1) month prior to participation in the plan or at a date otherwise agreed between the Board and Union advise each applicant of their approval or disapproval of their application, and if the latter, an explanation thereof.

### Date of Participation

2.3 If the Associate Superintendent, Human Resources gives their approval in accordance with clause 2.2, the participation of the eligible employee in the plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the Associate Superintendent, Human Resources, then on a date which is agreed to by the Associate Superintendent, Human Resources and the eligible employee.

### 3. FUNDING FOR LEAVE OF ABSENCE

Funding for leave of absence shall be as follows:

#### Compensation Deferred

3.1 During each year prior to the leave of absence, the participant, for a maximum to five (5) years, will receive their current compensation amount, less the percentage amount which the participant has specified in the Self-Funded Leave of Absence application for the year in question which is to be retained by the Board. Such percentage amount will be retained by the Board and be invested in accordance with clause 3.3.

#### Maximum Percentage Deferred

3.2 The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one-third per cent (33 1/3%).

#### Investment of Deferred Compensation

3.3 The monies retained by the Board for each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be invested and reinvested by the Board in investments offered from time to time by an eligible investor. The committee shall choose such eligible investor and in making such determination the Board and members of the committee shall not be liable to any participant for any investments made which are authorized by this clause.

#### Payment of Accrued Interest

3.4 The eligible investor shall pay the accrued interest on each December 31 to the participant.

#### Reporting to Participants

3.5 The Board shall make an annual report to each participant as to the deferred compensation amount. The annual report shall be made no later than July 31 of each year while the participant participates in the plan.

### 4. TAKING LEAVE OF ABSENCE

The taking of leave of absence shall be governed by the following provisions:

#### Qualification to Participate

- 4.1 The leave of absence shall occur according to, and be governed by, the Self-Funded Leave of Absence plan policy then established by the Board for its employees but shall be for not less than six (6) months.

#### Manner of Payment During Leave

- 4.2 The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequently than provided for the payment of salaries under the Agreement and all amounts payable shall be paid to the participant not later than the end of the first taxation year that commences after the end of the deferral period.

#### Amount of Payment During Leave

- 4.3 The payment to be made to a participant in accordance with clause 4.2 during a leave of absence shall be related to the monies retained by the Board, in accordance with clause 3.1 for such participant, but less monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than amounts which were deferred prior to the leave.

#### Board's Right to Refuse Leave

- 4.4 If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified by the participant, the Board, upon not less than six (6) months notice prior to the scheduled date, may in its discretion defer the leave of absence on one (1) occasion only for one (1) year.

In such case, the participant may choose to remain in the plan or may withdraw from the plan.

#### Participant's Right to Defer Leave

- 4.5 Notwithstanding the date shown in paragraph 2 of the Self-Funded Leave of Absence application for a requested leave of absence, a participant may, on one (1) occasion only, with the consent of the Associate Superintendent, Human Resources less than six (6) months prior to the scheduled date, postpone such leave for one (1) year.

#### Leave of Absence

- 4.6 The leave of absence shall immediately follow the deferral period.

## Return to Employment

- 4.7 The participant shall return to employment with the Board for a period not less than the period of leave.

## 5. WITHDRAWAL

### Termination of Employment

- 5.1 A participant who ceases to be employed by the Board also terminates participation in the plan.

### Withdrawal from Plan

- 5.2 A participant may withdraw from the plan upon giving not less than six (6) months notice of intent prior to the date on which the leave of absence is to commence.

### Payment

- 5.3 Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days but not later than in the first taxation year that commences after the end of the deferral period, dependent upon the choice of the participant. Upon such payment being made the Board shall have no further liability to the participant.

### Upon Death

- 5.4 Should a participant die, the Board shall within sixty (60) days of notification of such death pay the deferred compensation amount to the participant's estate, subject to the Board receiving any necessary clearance and proofs normally required for payment to estates.

## 6. TERMINATION OR AMENDMENT OF PLAN

### Agreement

- 6.1 The plan may be amended or terminated by agreement between the Board and the Union. Any amendment(s) shall be binding upon all present and future participants.

### Not to Prejudice Ruling

- 6.2 No amendment shall be made to the plan which will prejudice any tax ruling which is applicable to the plan prior to the amendment.



## 7. GENERAL

### Administration

- 7.1 The Board will bear the administrative expenses of the plan. (Except a monthly charge which is currently set at \$2.00 for each participant.)
- 7.2 The matters of the makeup of the committee, the position on return from leave, the salary and benefits after the leave and the payment of fringe benefits must be dealt with by separate agreement between the Board and the Union.

**VANCOUVER SCHOOL BOARD SELF-FUNDED LEAVE OF ABSENCE PLAN**

Name:		School District #:	39
Address:		Social Insurance #:	
		VanCity A/C#, if any:	
Postal Code:		Telephone:	

I have read the terms and conditions of the Deferred Salary leave Plan and understand same and I agree to participate in the plan under the following terms and conditions:

**1. Enrolment Date**

My enrolment in the plan shall become effective commencing \_\_\_\_\_, 20\_\_.

**2. Number of Years of Participation**

I shall participate in the plan for years (not to exceed five (5) years), and my leave of absence shall immediately follow thereafter but subject to the provisions of Item 3 below.

**3. Period of Leave**

I shall take my leave of absence \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ (not to be less than six (6) consecutive months) but I shall have the right to postpone such leave for up to twelve (12) months and the Board shall have the right to defer such leave for up to twelve (12) months.

**4. Funding of Leave of Absence**

I direct that the Board withhold \_\_\_\_\_ per cent (not to exceed thirty-three and one-third per cent (33 1/3%)) of my annual compensation amount during my participation in the plan.

I understand that I may, by written notice given to the Board one (1) month prior to the anniversary date of my participation in the plan, alter the percentage amount for the next subsequent years.

**5. Return to Employment**

I understand I must return to employment with the Board for a period of time not less than the period of leave.

**NOTE:** Current Income Tax Laws require interest to be paid out on a yearly basis.

Interest will be paid in January for the period ending 31 December. Please specify how you would like to have the interest paid out:

- Deposit into my VanCity A/C #                       Mail to address as above

Dated                      Employee's Signature

AGREED TO BY THE BOARD                      Date

**MEMORANDUM OF AGREEMENT  
“MoA”**

**Between**

**BOARD OF EDUCATION of SCHOOL DISTRICT NO. 39 (Vancouver)  
“Employer”**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), Local 407  
“Union”**

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The parties to this Memorandum of Agreement (MoA) agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

**Continuing Provisions of the Current Collective Agreement**

Except as provided by this MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2022 will be incorporated in their entirety into the revised collective agreement between the parties.

**Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this MoA.

**Changes to the Revised Collective Agreement**

The July 1, 2019 – June 30, 2022 Collective Agreement will continue in force and effect until June 30, 2022 except as modified by the following:

Appendix A – 2022 Provincial Framework Agreement

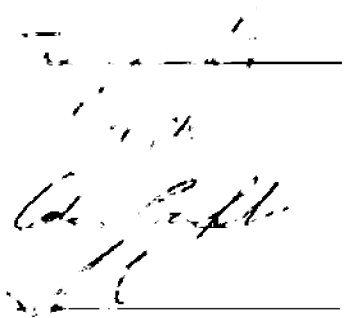
Appendix B – Local Memorandum of Agreement between the Board of Education of School District 39 (Vancouver) and the Canadian Union of Public Employees Local 407 dated June 06, 2019 which sets out all other agreed changes to the Collective Agreement.

**Ratification**

This MoA is subject to ratification by the Board of Education of School District No. 39 (Vancouver), the British Columbia Public School Employers' Association, and the membership of CUPE Local 407.

AGREED December 19, 2022

CUPE Local 407



A handwritten signature in black ink, appearing to read "C. P. [unclear]", is written over a horizontal line. Below the line, there are several additional handwritten marks and a second horizontal line.

Board of Education of School District No. 39 (Vancouver)



A handwritten signature in black ink is written over a horizontal line. Below the line, there are several additional handwritten marks and a second horizontal line.

## **Appendix B**

### **Provincial Framework Agreement ("Framework")**

**between**

**BC Public School Employers' Association ("BCPSEA")**

**and**

**The K-12 Presidents' Council and Support Staff Unions ("the Unions")**

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

#### **1. Term**

July 1, 2022 to June 30, 2025

#### **2. Wages Increases**

General wage increases as follows:

July 1, 2022: \$0.25 per hour wage increase plus an additional 3.24%

July 1, 2023: 5.5% and up to 1.25% COLA adjustment

July 1, 2024: 2.0% and up to 1.0% COLA adjustment

The COLA adjustments will be the annualized average of BC CPI over twelve months per paragraph 4 below

#### **3. Wage Increase Retroactivity**

- a. Employees employed on the date of ratification who were employed on July 1, 2022 shall receive retroactive payment of wage increases to July 1, 2022.

- b. Employees hired after July 1, 2022 who were employed on the date of ratification, shall have their retro-active pay increase pro-rated from their date of hire to the date of ratification.
- c. Employees who retired between July 1, 2022 and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2022 to date of retirement.

#### **4. COLA Adjustment**

The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in paragraph 2 of the Provincial Framework Agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

#### **5. Public Sector Wage Increases**

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent.

This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
  - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This paragraph 5 will be effective during the term of the K-12 Provincial Framework Agreement.



## 6. Local Table Bargaining Money

Provide ongoing funding to the support staff local tables in the amount of:

<b>Year</b>	<b>Amount</b>	<b>District Minimum</b>
2022/2023	\$11,500,000	\$40,000
2023/2024	\$13,800,000	\$50,000
2024/2025	\$17,800,000	\$60,000

This money will be prorated according to student FTE providing that each district receives the district minimum amount.

The district and local must reach agreement on its use and implementation as part of their local discussions. The money may not be used for a general wage increase.

## 7. Provincial Labour Management Committee

The parties agree to maintain a Provincial Labour Management Committee (PLMC) to discuss and problem solve issues of mutual provincial interest, including issues referred from provincial committees established under this Framework Agreement. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

The PLMC shall not discuss local grievances or have the power to bind local parties to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either provincial party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the 2022 Framework Agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **8. Support Staff Education Committee (SSEC)**

### **Structure:**

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

### **Mandate:**

The mandate of the committee is to manage the distribution of education funds for the following:

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;
- c) Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;
- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;
- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations.

### **Terms of Reference:**

The SSEC shall update, not later than January 31, 2023, the terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Labour Management Committee (PLMC).

### **Funding:**

Commencing July 1, 2022, there will be \$50,000 of annual funding allocated for the purposes set out above. Commencing July 1, 2024, there will be an

additional \$1,000,000 of annual funding allocated for the purposes set out above.

## **9. Safety in the Workplace**

The parties agree that prevention of violence in the workplace is of paramount importance. The parties commit to providing a healthy and safe working environment that includes procedures to minimize the risk of workplace violence, such as Individual Safe Work Instructions or equivalent and the obligation to report and investigate incidents of workplace violence.

## **10. Provincial Joint Health and Safety Taskforce**

The provincial parties will establish a Provincial Joint Health and Safety Taskforce of not more than four (4) members appointed by CUPE and four (4) members appointed by BCPSEA. Each provincial party will consider the appointment of subject matter experts in occupational health and safety. Either provincial party may bring resource people as required, with advance notice to the other party. These resource people will be non-voting and at no cost to the taskforce. Costs associated with this Taskforce will be provided from existing SSEAC funds.

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;
- b) support the Support Staff Education Committee (SSEC) in the development of training related to the 2021 Workplace Violence Prevention Toolkit;
- c) provide a joint communication on the availability of training related to the 2021 Workplace Violence Prevention Toolkit for all Occupational Health and Safety Committees;
- d) review and update as required the Joint Health and Safety Evaluation Tool resulting from the 2019-2022 Provincial Framework Agreement;
- e) provide the reviewed Joint Health and Safety Evaluation Tool to each school district and local union;
- f) Identify and share best practices for the development of Individual Safe Work Instructions or equivalent.

## **11. Job Evaluation**

The work of the provincial job evaluation steering committee (the JE Committee) will continue during the term of this Framework Agreement. The objectives of the JE Committee are as follows:

- Review the results of the phase one and phase two pilots and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Gather data from all school districts and match existing job descriptions to the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Develop a methodology to convert points to pay bands - The confirmed method must be supported by current compensation best practices.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined above is appropriate.

It is recognized that the work of the committee is technical, complicated, lengthy and onerous. To accomplish the objectives, the parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

When the JE plan is ready to be implemented, and if an amendment to an existing collective agreement is required, the JE Committee will work with the local School District and Local Union to make recommendations for implementation. Any recommendations will also be provided to the Provincial Labour Management Committee (PLMC).

As mutually agreed by the provincial parties and the JE Committee, the disbursement of available JE funds shall be retroactive to January 2, 2020-

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at

the time have been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the provincial parties regularly during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be referred to the PLMC.

Create a maintenance program to support ongoing implementation of the JE plan at a local, regional or provincial level. The maintenance program will include a process for addressing the wage rates of incumbents in positions which are impacted by implementation of the JE plan.

The provincial parties confirm that \$4,419,859 of ongoing annual funds will be used to implement the Job Evaluation Plan.

Effective July 1, 2022, there will be a one-time pause of the annual \$4,419,859 JE funding. This amount has been allocated to the local table bargaining money. The annual funding will recommence July 1, 2023.

## **12. Committee Funding**

There will be a total of \$150,000 of annual funding allocated for the purposes of the Support Staff Education Committee, the Provincial Labour Management Committee and the Provincial Joint Health and Safety Committee.

## **13. Public Education Benefits Trust**

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement on Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.
- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

## **14. Benefits**

- a. Effective July 1, 2023, provide \$3 million dollars as ongoing annual funding to explore enhancements to the Standardized Extended Health Plan, including dental coverage, counselling and other improvements to benefits.

A one-time joint committee of up to four representatives appointed by BCPSEA and up to four representatives appointed by support staff unions will determine the enhancements to be implemented.

Any residual from the benefits standardization will be allocated to the Job Evaluation Fund.

- b. Effective July 1, 2023, provide \$1,000,000 one-time money to the PEBT to be utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost considerations, and relapse response.

## **15. Production of Local Collective Agreements**

BCPSEA commits to providing a draft 2022 local collective agreement which includes all negotiated updates, within 30 days of ratification by the local parties. The draft collective agreement will be provided in editable format with changes tracked for the local parties to review.

## **16. Demographic, Classification and Wage Information**

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

## **17. Unpaid Work**

In accordance with the *Employment Standards Act*, no employee shall be required or permitted to perform unpaid hours of work.

## **18. Education Assistant Credential Standardization**

Should the Ministry of Education initiate discussions regarding standardized credentials for Education Assistants, the provincial parties will each send a letter to request participation in the process.

### **19. Provincial Framework Bargaining 2025**

The Parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents Council to facilitate the next round of provincial bargaining. \$250,000 will be allocated as of July 1, 2023.

### **20. Provincial Dispute resolution**

The provincial parties may mutually agree to refer a dispute under Provincial Framework Agreement to final and binding arbitration.

### **21. Funding**

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

### **22. Employee Support Grant**

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

### **23. Adoption of the Provincial Framework Agreement**

The rights and obligations of the local parties under this Provincial Framework Agreement are of no force or effect unless the collective agreement has been ratified by both parties no later than January 25, 2023, or a later date as established by the provincial parties if the local parties are engaged in mediation.

Dated this 15th day of September, 2022.

The undersigned bargaining representatives agree to recommend this letter of

understanding to their respective principals.

**K-12 Presidents' Council and  
Support Staff Unions**

**BC Public School Employers'  
Association**

"Paul Simpson"

"Leanne Bowes"

"Justin Schmid"

"Bruce Anderson"

"Kirsten Daub"

"Alan Chell"

"Jeff Virtanen"

"Kyle Uno"

"Gray Boisvert"

"Tammy Sowinsky"

"Tammy Carter"

"Rae Yu"

"Michelle Bennett"

"Richard Per"

"Patti Pocha"

"Ken Dawson"

"Denise Bullock"

"Nancy Brennan"

"David Bollen"

"Eric Harvey"

"Monica Brady"

"Alex Dounce"

"Warren Williams"

"Tim DeVivo"

"Jane Massy"

"Amber Leonard"

"Jason Franklin"

"Christina Forsyth"



"Tammy Murphy"

"Jeannette Beauvillier"

"Daun Frederickson"

"Tracey O'Hara"

"Katarina DiSimo"

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

**Re: Employee Support Grant (ESG) after June 30, 2022**

This Employee Support Grant (ESG) establishes a process under which employees covered by 2022 – 2025 collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers’ Federation (“BCTF”) or lockout by BCPSEA after June 30, 2022.

1. The ESG will be available provided that:
  - a. A board and local union have a collective agreement which has been ratified by both parties no later than January 25, 2023 and,
  - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
  - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
  - b. The residual 25% of the employees’ base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled

hours for which the employee has not otherwise been paid as a result of strike or lockout.

5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on 15<sup>th</sup> September, 2022 by:

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BCPSEA  
Leanne Bowes

---

K-12 Presidents' Council  
Paul Simpson

## **Appendix C**

July 4, 2006

By Hand

Joe Badali, National Representative  
CUPE Regional Office  
#500, 4940 Canada Way  
Burnaby, B.C.  
V5G 4T3

Dear Mr. Badali:

RE:           Earned Days Off

This letter is further to our meeting today on July 4, 2006. This meeting was also attended by Joann Horsley-Holwill, Manager Support Staff, Doug McClary, Manager, Maintenance and Construction, Akbar Dhanani, Supervisor, Benefits, Mike Potts, President, CUPE Local 407, Bill Oliver CUPE Local 407 and Dan Ovenden, CUPE Local 407.

This is to confirm our discussions today on Earned Days Off (ED). EDO will not be implemented until July 1, 2010.

Yours truly,

Georgina Kosich  
Labour Relations Officer

cc:   Paul Wlodarczak, Associate Superintendent, Human Resources  
      Doug McClary, Manager, Maintenance and Construction  
      Joann Horsley-Holwill, Human Resources Manager  
      Mike Potts, President, CUPE Local 407

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